

WHEN RECORDED MAIL TO:

Matthew A. Goldberg, Esq.  
Assayag Mauss, LLP  
2018 – 156<sup>th</sup> Ave. NE, Suite 100  
Bellevue, WA 98007



201305230113

Skagit County Auditor

\$76.00

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LAND TITLE OF SKAGIT COUNTY

145761-F

### NOTICE OF TRUSTEE'S SALE

*Pursuant to the Revised Code of Washington 61.24*

**I. NOTICE IS HEREBY GIVEN** that the undersigned Trustee, MATTHEW A. GOLDBERG, ESQ., ASSAYAG MAUSS, LLP, will on **August 23, 2013**, at the hour of **10:00 AM**, at the Main Entrance to the Skagit County Courthouse, 205 West Kincaid Street, Mt Vernon, WA 98273, sell at public auction to the highest and best bidder, payable at the time of sale, the following described real property, situated in the County of Skagit, State of Washington (the "Property"):

LOTS 11 AND 12, EXCEPT THE SOUTH 4 FEET OF LOT 12, BLOCK 68, "AMENDED PLAT OF BURLINGTON, SKAGIT COUNTY, WASH.," AS PER PLAT RECORDED IN VOLUME 3 OF PLATS, PAGE 17, RECORDS OF SKAGIT COUNTY, WASHINGTON.

SITUATE IN THE CITY OF BURLINGTON, COUNTY OF SKAGIT, STATE OF WASHINGTON.

*The Property or its address is commonly known as 418 Anacortes Avenue, Burlington, WA 98233  
The identification numbers for the Property are P71764 and 4076-068-012-0004.*

The Property is subject to that certain Deed of Trust dated May 27, 2008 and recorded May 28, 2008, as Recording No. 200805280094, of the official records of Skagit County, Washington, from Babbitt Properties, L.L.C., as Grantor, to Land Title Company of Skagit County, as Trustee, to secure an obligation in favor of Frontier Bank, as the original Beneficiary. An Assignment of Deed of Trust was recorded in the official records of Skagit County, Washington on April 10, 2013 as Recording No. 201304100023, which named Union Bank, N.A., successor-in-interest to the FDIC as Receiver Frontier, as Beneficiary of the Deed of Trust.

**THE SKAGIT COUNTY TAX COLLECTOR DISCLOSES SAID LAND TO BE A SINGLE FAMILY RESIDENCE. DIRECTIONS TO THE PROPERTY CAN BE OBTAINED PURSUANT TO A WRITTEN REQUEST SUBMITTED TO THE BENEFICIARY WITHIN 10 DAYS OF THE FIRST PUBLICATION OF THIS NOTICE OF TRUSTEE'S SALE AT THE FOLLOWING ADDRESS: UNION BANK, N.A., c/o MATTHEW A.**

**GOLDBERG, ESQ., ASSAYAG MAUSS, LLP, 2018 – 156<sup>TH</sup> AVENUE NE, SUITE 100, BELLEVUE, WA 98007.**

**II.** No action commenced by the current Beneficiary, **UNION BANK, N.A., SUCCESSOR-IN-INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK**, of the Deed of Trust is now pending to seek satisfaction of the obligation in any Court by reason of the Borrower's or Grantor's default on the obligation secured by the Deed of Trust.

Current Beneficiary:  
**UNION BANK, N.A.,  
SUCCESSOR-IN-INTEREST TO THE FDIC  
AS RECEIVER FOR FRONTIER BANK,  
C/O ASSAYAG MAUSS, LLP**  
Contact Phone: (425) 748-5055

Address: 2018 – 156<sup>th</sup> Avenue NE, Suite 100, Bellevue, WA 98007

**III.** The default(s) for which this foreclosure is made is/are as follows: **FAILURE TO PAY WHEN DUE THE FOLLOWING AMOUNTS WHICH ARE NOW IN ARREARS AND/OR OTHER DEFAULTS:**

|    |  |                     |
|----|--|---------------------|
| A. | Principal (fully matured loan):            | \$137,396.82        |
| B. | Unpaid Interest (through 5/20/13):         | \$39,218.29         |
| C. | Previously Assessed Late Charges:          | \$2,473.62          |
| D. | Forced Place Insurance:                    | \$4,068.96          |
| E. | Delinquent Taxes Paid:                     | \$4,837.41          |
| F. | Attorneys' Fees & Costs:                   | \$924.06            |
| G. | Deferred Loan Fee:                         | \$343.49            |
| H. | Title Fee:                                 | \$270.52            |
|    | <b>Total Arrearage:</b>                    | <b>\$189,533.17</b> |
| I. | Trustee's Expenses (Estimated Itemization) |                     |
|    | Trustee's Fees:                            | \$2,500.00          |
|    | Trustee's Sale Guaranty:                   | \$696.81            |
|    | Process Service:                           | \$150.00            |
|    | Photocopies:                               | \$50.00             |
|    | Statutory Mailings:                        | \$150.00            |
|    | Recording Fees:                            | \$200.00            |
|    | Publication:                               | \$900.00            |
|    | Other:                                     | \$50.00             |
|    | <b>Total Costs:</b>                        | <b>\$4,696.81</b>   |
|    | <b>Total Amount Due:</b>                   | <b>\$194,229.98</b> |



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**Defaults other than failure to make monthly payments:**

- 1) Failure to pay real estate taxes to the Skagit County Assessor-Treasurer in the approximate amount of **\$5,010.01**.
- 2) Failure to pay the City of Burlington for sewer services totaling at least **\$216.93**.

**IV.** The sum owing on the obligation secured by the Deed of Trust is: The principal sum of \$137,396.82, together with interest as provided in the Note and/or Change in Terms Agreement, and such other costs and fees as are provided by statute.

**V.** The Property will be sold to satisfy the expense of sale and the obligation secured by the Deed of Trust as provided by statute. Said sale will be made without warranty, expressed or implied, regarding title, possession or encumbrances, on August 23, 2013. The sale may be terminated before the sale, by the Borrower, Grantor, Guarantor, or the holder of any recorded junior lien or encumbrance, by paying the entire principal and interest, plus costs, fees and advances, if any, made pursuant to the terms of the obligation and/or Deed of Trust. Payment must be in cash, cashier's check, or certified funds from a state or federally chartered bank.

**VI.** A written Notice of Default was transmitted by the current Beneficiary, **UNION BANK, N.A., SUCCESSOR-IN-INTEREST TO THE FDIC AS RECEIVER FOR FRONTIER BANK** or Trustee to the Borrower, Grantor, and Guarantor at the following address(es):

Babbitt Properties, L.L.C.  
1615 Buck Way, #A  
Mount Vernon, WA 98273

Babbitt Properties, L.L.C.  
PO Box 336  
Mount Vernon, WA 98273

Scott K. Babbitt  
1615 Buck Way, #A  
Mount Vernon, WA 98273

Babbitt Properties, L.L.C.  
c/o Skagit Law Group PLLC  
227 Freeway Drive, Suite B  
Mount Vernon, WA 98273

Babbitt Properties, L.L.C.  
418 Anacortes Avenue  
Burlington, WA 98233

Babbitt Properties, L.L.C.  
2269 S Skagit Hwy  
Sedro-Woolley, WA 98284

Scott K. Babbitt  
12462 Gwen Drive, #4  
Burlington, WA 98233

Scott K. Babbitt  
c/o Richard M. Sybrandy, PLLC  
PO Box 175  
Mount Vernon, WA 98273

by both first class and certified mail on April 12, 2013, proof of which is in the possession of the Trustee; and the Borrower, Grantor, and Guarantor were either personally served with said written Notice of Default, or the written Notice of Default was posted in a conspicuous place on the Property, and the Trustee has possession of proof of such service or posting.



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**VII.** The Trustee whose name and address are set forth below will provide in writing to anyone requesting it, a statement of all costs and fees due at any time prior to the sale.

**VIII.** The effect of the sale will be to deprive the Grantor, and all those who hold by, through or under the Grantor, of all of their interest in the Property.

**IX.** Anyone having any objections to this sale on any grounds whatsoever will be afforded an opportunity to be heard as to those objections if they bring a lawsuit to restrain the sale pursuant to RCW Ch. 61.24.130. Failure to properly bring such a lawsuit may result in a waiver of any grounds for invalidating the Trustee's Sale.

**X.** The Trustee makes no representations or warranties concerning what interest in the Property described above is being sold. The Deed of Trust lien foreclosed hereby may not be in a first lien position, or there may be other prior encumbrances of title. The Trustee is not required to provide title information concerning this Property. Any person interested in this foreclosure is encouraged to make his or her own investigation concerning the ownership of the Property, and the priority of the Deed of Trust being foreclosed. Any person interested in the foreclosure is also encouraged to consult an attorney, as the Trustee cannot and will not provide legal advice. The Trustee does not provide information concerning the location of the debtors or the condition of the Property, including but not limited to whether there are any environmental or hazardous waste liabilities or problems connected with this Property. Any person desiring title information, information concerning the physical condition of the Property, information concerning any hazardous waste or environmental issues, or any other information about the Property being foreclosed has a duty to obtain all such information independently of the Trustee.

**XI. NOTICE TO OCCUPANTS OR TENANTS** – The purchaser at the Trustee's Sale is entitled to possession of the Property on the 20<sup>th</sup> day following the sale, as against the Grantor under the Deed of Trust (the owner) and anyone having an interest junior to the Deed of Trust, including occupants who are not tenants. After the 20<sup>th</sup> day following the sale, the purchaser has the right to evict occupants who are not tenants by summary proceedings under the Unlawful Detainer Act, RCW Ch. 59.12. For tenant-occupied Property, the purchaser shall provide a tenant with written notice in accordance with RCW Ch. 61.24.060.

**XII. NOTICE TO GUARANTOR(S):** Guarantor(s) may be liable for a deficiency judgment to the extent the sale price obtained at the Trustee's Sale is less than the debt secured by the Deed of Trust. Guarantor(s) has the same rights to reinstate the debt, cure the default, or repay the debt as is given to the Grantor in order to avoid the Trustee's Sale. Guarantor(s) will have no right to redeem the Property after the Trustee's Sale. Subject to such longer periods as are provided in the Washington Deed of Trust Act, RCW 61.24, any action brought to enforce a guaranty must be commenced within one year after the Trustee's Sale, or the last Trustee's Sale



under any Deed of Trust granted to secure the same debt. In any action for a deficiency, the Guarantor(s) will have the right to establish the fair value of the Property as of the date of the Trustee's Sale, less prior liens and encumbrances, and to limit its ability for a deficiency to the difference between the debt and the greater of such fair value or the sale price paid at the trustee's sale, plus interest and costs. The failure to provide any Guarantor the notice referred to in this section does not invalidate either the notices given to the Borrower or the Grantor, or the Trustee's Sale.

**XIII. NOTICE TO DEBTOR(S): WE ARE A DEBT COLLECTOR. THIS IS AN ATTEMPT TO COLLECT A DEBT. HOWEVER, IF YOU ARE IN BANKRUPTCY OR HAVE BEEN DISCHARGED FROM BANKRUPTCY, THIS LETTER IS FOR INFORMATIONAL PURPOSES ONLY AND IS NOT INTENDED AS AN ATTEMPT TO COLLECT A DEBT OR AS AN ACT TO COLLECT, ASSESS, OR RECOVER ALL OR ANY PORTION OF THE DEBT FROM YOU PERSONALLY.**

Dated: May 22, 2013

ASSAYAG MAUSS, LLP, as Duly Appointed Successor Trustee

*Matthew A. Goldberg*

By: Matthew A. Goldberg, Esq., solely in his capacity as  
Successor Trustee

ASSAYAG MAUSS, LLP  
2018 - 156<sup>th</sup> Avenue NE  
Suite 100  
Bellevue, WA 98007

State of Oregon       )  
                                  ) ss.  
County of Clackamas )

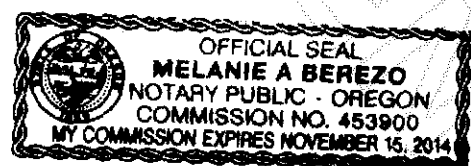
On May 22, 2013, before me, Melanie A. Berezo, a notary public personally appeared Matthew A. Goldberg, Esq. who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Washington that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

*Melanie A. Berezo*

Notary Public in and for said County and State.



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